

Defendant.

Civil Action No. 1:15-cv-13160-ADB

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JURISDICTION AND VENUE

5. Defendant asserts that this paragraph asserts a conclusion of law to which no response is required.

6. Defendant asserts that this paragraph asserts a conclusion of law to which no response is required.

7. Defendant asserts that this paragraph asserts a conclusion of law to which no response is required. To the extent that a response is required, defendant denies the allegations.

FACTS

8. Defendant admits the factual allegations contained in this paragraph. Defendant further admits that the document attached as Exhibit B appears to be a letter of sanction and refers to it for a true and accurate recitation of its terms.

9. Defendant admits that he executed the Guarantee and refers to it for a full and accurate recitation of its terms. To the extent that further response is required, defendant denies the remaining allegations in this paragraph.

10. Defendant refers to the Guarantee for a full and accurate recitation of its terms. To the extent that a response is required, defendant denies the allegations.

11. Defendant refers to the Guarantee for a full and accurate recitation of its terms. To the extent that a response is required, defendant denies the allegations.

12. Defendant refers to the Guarantee for a full and accurate recitation of its terms. To the extent that a response is required, defendant denies the allegations.

13. Defendant admits the factual allegations contained in this paragraph. Defendant further admits that the document attached as Exhibit C appears to be a letter of sanction and refers to it for a true and accurate recitation of its terms.

14. Admitted.

15. Denied.

16. Defendant admits that Exhibits D-H appear to be copies of letters sent by AIB to defendant, and refers to each Exhibit for a true and correct recitation of its contents.

17. Denied.

18. Defendant admits that he has not paid AIB any sums pursuant to the Guarantee.

Defendant denies the remaining allegations contained in this paragraph.

**COUNT I – BREACH OF CONTRACT AND
ENFORCEMENT OF GUARANTEE AGAINST VOKE**

19. Defendant restates and realleges its answers to the factual allegations contained in paragraphs 1-18 as if set forth fully herein.

20. Defendant asserts that his paragraph contains conclusions of law to which no response is required. To the extent that a response is required, the factual allegations of this paragraph are denied.

21. Denied.

22. Denied.

23. Denied.

AFFIRMATIVE DEFENSES

Further answering defendant asserts the following affirmative defenses to the claims of plaintiff AIB:

First Affirmative Defense

AIB fails to state a claim upon which relief may be granted.

Second Affirmative Defense

AIB's claims are barred in whole or in part because they have suffered no damages.

Third Affirmative Defense

AIB's claims are barred in whole or in part because the alleged injury and damages were caused by the acts or omissions of third parties for which defendant is not responsible.

Fourth Affirmative Defense

AIB's claims are barred by the doctrine of laches.

Fifth Affirmative Defense

AIB's claims are barred by the doctrine of estoppel.

Sixth Affirmative Defense

AIB's claims are barred by the doctrine of waiver.

Seventh Affirmative Defense

AIB's claims are barred by the doctrine of unclean hands.

Eighth Affirmative Defense

AIB's claims are barred by the applicable statutes of limitation.

Ninth Affirmative Defense

AIB's claims are barred by its own breach of the covenant of good faith and fair dealing and failure to act in a commercially reasonable manner, including without limitation by rejecting an offer for the underlying property far in excess of the ultimate purchase price at liquidation.

Tenth Affirmative Defense

AIB's claims are barred in whole or in part because it has failed to mitigate its damages.

Eleventh Affirmative Defense

AIB, by its knowledge, statements and/or conduct has ratified, consented and/or acquiesced to the alleged acts and/or omissions of the defendant described in the Complaint.

Twelfth Affirmative Defense

Defendant hereby give notice that it intends to rely on such other and further defenses as may become available or apparent during pretrial proceedings in this case and hereby reserves the right to amend his answer and assert such defenses.

WHEREFORE, defendant respectfully requests that this honorable Court dismiss the Complaint, enter judgment in its favor, and award it costs, reasonable expenses and grant such other and further relief as this Court deems just and proper.

JURY DEMAND

DEFENDANT DEMANDS A TRIAL BY JURY ON ALL MATTERS SO TRIABLE.

Respectfully submitted,

RICHARD A. VOKE,

By his attorneys,

/s/ Robert R. Berluti

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Dated: September 18, 2015

CERTIFICATE OF SERVICE

I, Robert R. Berluti, hereby certify that on September 18, 2015, a true and correct copy of the foregoing document, filed through the CM/ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

/s/ Robert R. Berluti